

DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF DIRECTOR

ACTION REFERRAL

TO <i>Roberts/Snyder</i>	DATE <i>3-24-14</i>
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DIRECTOR'S USE ONLY	ACTION REQUESTED
1. LOG NUMBER 000331	<input type="checkbox"/> Prepare reply for the Director's signature DATE DUE _____
2. DATE SIGNED BY DIRECTOR _____	<input type="checkbox"/> Prepare reply for appropriate signature DATE DUE _____
	<input type="checkbox"/> FOIA DATE DUE _____
	<input checked="" type="checkbox"/> Necessary Action

APPROVALS (Only when prepared for director's signature)	APPROVE	* DISAPPROVE (Note reason for disapproval and return to preparer.)	COMMENT
1.			
2.			
3.			
4.			



RECEIVED

MAR 21 2014

Department of Health & Human Services
OFFICE OF THE DIRECTOR

To: Small Smiles Dental Center Payer
From: David R. Wilson, President & CEO, CSHM LLC
Date: March 20, 2014

Dear Payer:

In a letter dated March 7, 2014, CSHM LLC ("CSHM") received a notice of exclusion from federal health care programs from the Office of Inspector General of the Department of Health and Human Services ("OIG"). The notice of exclusion **does not** apply to any individual employee or the Dental Centers and Practice Owners, but to the CSHM LLC corporate entity only. The exclusion notice **does not** prevent any Small Smiles Dental Centers from providing dental services to its patients. The exclusion notice is based on the OIG's determination that CSHM violated some technical reporting terms of the Corporate Integrity Agreement (CIA) that has been in place for CSHM and its predecessor since January 2010. Generally, the alleged violations relate to certain delayed reporting of a few adverse clinical events, failure to undertake certain training in 2012 before CSHM assumed the CIA, and the omission of two adverse events on the CIA disclosure log, though over 1,200 events were successfully placed on the disclosure log for processing. CSHM believes strongly that it has substantially and in good faith implemented the CIA at a great cost in resources and with the important cooperation of the dental centers and their health care professionals, particularly on enhancing dental clinical standards. The OIG's proposed determination to exclude CSHM for some reporting oversights and other procedural matters is unduly harsh and an unprecedented response to expected and common difficulties in implementing a very complex CIA that has novel and innovative administrative, process and clinical requirements. **Additionally, CSHM underscores the fact that the OIG's notice made no negative references regarding the quality of care provided at the dental centers.**

CSHM intends to appeal the notice of exclusion and file a request for hearing with the Department Appeals Board. During the appeals process, the exclusion will be **stayed**, and we will continue to provide business, administrative and support services to 53 associated dental centers in 19 states and the District of Columbia, pursuant to our management services agreements. The legal process will take an indeterminate period of time. In the interim, CSHM will continue to perform normal operations and will continue to provide our internal and external constituents with up-to-date information. Should you have questions regarding this matter, please contact Tracy Blair, Director of Managed Care, CSHM LLC, business telephone, 615-750-0329 or via email at tblair@cshm.com

Sincerely,

David R. Wilson
President & CEO, CSHM LLC

[Handwritten signature and initials]

From: (615) 986-1731 Tracy Blair Church Street Health Management 818 Church Street Suite 520 Nashville, TN 37219	Origin ID: RNCA SHIP TO: (603) 888-2384 Tony Keck, Medical Director 1801 Main Street COLUMBIA, SC 29201	FedEx Express 	Ship Date: 20MAR14 Actual Wgt: 0.5 LB CAD: 100887150/MET3400 Delivery Address Bar Code 	Ref # Invoice # PO # Dept # Management Compliance	TRK# 7982 8703 1461 1201 FRI - 21 MAR AA STANDARD OVERNIGHT 29201 SC-US CAE	XH USCA 
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